

**Early Resolution Conciliation Agreement
Between the
U.S. Department of Labor
Office of Federal Contract Compliance Programs
and
The Trustees of Princeton University**

OFCCP Case No. R00188003

PART I – PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs (“OFCCP”) has evaluated The Trustees of Princeton University (“Princeton” or the “University”) campus facility in Princeton, New Jersey and alleges that between 2012 and 2014, the University was not in compliance with Executive Order 11246 as amended (“E.O. 11246”), and its implementing regulations at 41 Code of Federal Regulations (CFR) Parts 60-1 through 60-3. Princeton denies OFCCP’s allegations in their entirety.

Princeton and OFCCP share a commitment to pay equity and equal employment opportunity, and in the interest of resolving the compliance evaluation, in exchange for sufficient and valuable consideration described in this document, OFCCP and Princeton (collectively, the “Parties”) enter into this Early Resolution Conciliation Agreement (“ERCA” or “Agreement”), and the Parties agree to all the terms herein. OFCCP recognizes the University’s commitment to workplace equity, opportunity, and diversity, and the Parties, through this forward-looking resolution, seek to further these principles collaboratively through the agreed-upon reporting requirements for the next five years.

PART II – GENERAL TERMS AND CONDITIONS

1. The Parties acknowledge and understand that Princeton denies that it has violated any laws or regulations under OFCCP’s jurisdiction, and that this Agreement does not constitute an admission by Princeton of any violation of any laws or regulations under OFCCP’s jurisdiction, including E.O. 11246, Section 503 of the Rehabilitation Act of 1973, as amended (“Section 503”), the Vietnam Era Veterans’ Readjustment Assistance Act of 1974 (“VEVRAA”) and their implementing regulations at 41 CFR Chapter 60.
2. The Parties acknowledge and understand that there is no adjudicated finding that Princeton has violated any laws or regulations.
3. The Parties acknowledge and understand that nothing in this Agreement relieves Princeton of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action. The Parties further acknowledge that federal law prohibits employers from harassing, intimidating, threatening, discriminating against, or retaliating against any individuals who file a complaint or participate in any investigation or

proceeding under E.O. 11246, Section 503, and/or VEVRAA, or engages in any activity listed at 41 CFR § 60-1.32(a), including those who may benefit under this Agreement.

4. The Parties understand the terms of this Agreement and enter into it voluntarily.
5. This Agreement contains the complete and final understanding of the Parties with respect to the matters referenced herein. This Agreement contains all the terms by which the Parties are bound, and it supersedes all prior written or oral negotiations and agreements. There will be no modifications or amendments to this Agreement unless they are in writing and signed by the Parties.
6. If any provisions of this Agreement other than those relating to OFCCP's obligation not to initiate or pursue enforcement proceedings against Princeton based on OFCCP Case No. R00188003 are deemed by a court of competent jurisdiction to be unlawful or unenforceable, the remaining provisions will remain in full force and effect.
7. This Agreement becomes effective on the day it is signed by the Northeast Region Director of OFCCP (the "Effective Date"), after receiving an Agreement signed by Princeton's Vice President and General Counsel. The term of the Agreement is five years from the Effective Date (the "Term"), unless extended pursuant to Section 8 below.
8. This Agreement will expire sixty (60) days after Princeton submits the final progress report required in Part VII below, unless OFCCP notifies Princeton in writing prior to the expiration date that OFCCP is taking the position that Princeton has not fulfilled all of its obligations under the Agreement in any material respect, in which case the Agreement is automatically extended until the date that OFCCP, or a court of competent jurisdiction, determines that Princeton has met all of its obligations under the Agreement.
9. Each Party will bear its own fees and expenses with respect to this matter.
10. Should the OFCCP ever allege that Princeton has violated this Agreement, 41 CFR 60-1.34, as cited in full below, will govern:

"When a conciliation agreement has been violated, the following procedures are applicable:

(a) A written notice shall be sent to the contractor setting forth the violations alleged and summarizing the supporting evidence. The contractor shall have 15 days from receipt of the notice to respond, except in those cases in which such a delay would result in irreparable injury to the employment rights of affected employees or applicants.

(b) During the 15-day period, the contractor may demonstrate in writing that it has not violated its commitments.

(c) If the contractor is unable to demonstrate that it has not violated its commitments, or if the complaint alleges irreparable injury, enforcement proceedings may be initiated

immediately without issuing a show cause notice or proceeding through any other requirement contained in this chapter.

(d) In any proceeding involving an alleged violation of a conciliation agreement, OFCCP may seek enforcement of the agreement itself and shall not be required to present proof of the underlying violations resolved by the agreement."

11. Neither this Agreement nor any part of the negotiations that resulted in this Agreement constitute admissible evidence with respect to any OFCCP or Princeton policy, practice or position in any lawsuit, legal proceeding, administrative proceeding, compliance evaluation or audit, except for legal or administrative proceedings concerning the enforcement or interpretation of this specific Agreement.

12. All references to "days" in this Agreement are calendar days. If any deadline for an obligation to be performed under this Agreement falls on a weekend or a Federal holiday, that deadline will be extended to the next business day.

13. This Agreement shall be binding upon and take effect to the benefit of the Parties and their respective successors, assigns, and personal representatives, including any persons, entities, departments or agencies succeeding to their interests or obligations.

PART III – SPECIAL TERMS AND CONDITIONS

1. In exchange for the University's fulfillment of all obligations set forth in this Agreement, OFCCP agrees: (a) that it will not schedule or otherwise initiate any new audits or compliance evaluations of Princeton, including but not limited to a compliance review, corporate management compliance evaluation, off-site review of records, compliance check, focused review, or any other type of OFCCP review (collectively such "Compliance Evaluation") until at least 60 days after the University submits the final progress report described in Part VII of this Agreement and OFCCP confirms to the University that it has fully complied with the terms of this Agreement, and after OFCCP so confirms, no Compliance Evaluation shall be scheduled until OFCCP issues its next round of Corporate Scheduling Announcement Letters or scheduling letters; and (b) that it will not institute an enforcement proceeding or claim against Princeton based on any events occurring on or prior to the Effective Date of this Agreement, including but not limited to any administrative proceeding, judicial proceeding, or any other kind of legal or administrative action against Princeton in connection with OFCCP Case No. R00188003, under E.O. 11246, Section 503, VEVRAA or their implementing regulations, other than enforcing the terms of this Agreement. OFCCP has the right to initiate legal proceedings to enforce the Agreement itself or to correct and obtain relief for the alleged violations described in Part IV and Part V if the University violates this Agreement.

2. The University agrees that OFCCP may review its compliance with this Agreement in accordance with the progress reporting provisions set forth in Part VII herein and in accordance with 41 CFR 60-1.34.

3. OFCCP retains the right to investigate complaints of discrimination at establishments covered by the Agreement under E.O. 11246, Section 503, and VEVRAA.

4. Princeton acknowledges its ongoing commitment to equal employment opportunity through affirmative action and non-discrimination across its entire workforce, consistent with OFCCP requirements. This Agreement will not relieve the University of its annual ongoing OFCCP requirements of equal employment opportunity through affirmative action and nondiscrimination across its entire workforce.

5. Princeton agrees that OFCCP will review its compliance with this Agreement by requiring the reports specified in Part VII of this Agreement.

6. All payments referenced in this Agreement will be made through the University's standard payroll processes or another appropriate method to be determined by the University.

7. Nothing in this Agreement shall require Princeton to make payments that are contrary to law.

PART IV – SPECIFIC ALLEGED VIOLATION AND MEASURES TO BE IMPLEMENTED

1. **ALLEGED VIOLATION:** OFCCP alleges that Princeton discriminated against 106 female Full Professors who were employed in a full time capacity by Princeton as of January 1, 2014 (hereinafter the “2012-2014 Female Full Professors”), as identified in Attachment A, by paying them lower salaries than those paid to similarly-situated male Full Professors. OFCCP used a compensation model that grouped and assessed all Full Professors across the University controlling for (1) years in current job; (2) other years at Princeton; (3) department; (4) full-time status; (5) highest degree earned; and (6) prior experience in years and found what OFCCP contends were statistically significant pay disparities

Princeton denies that it discriminated against the 2012-2014 Female Full Professors and contends that: (1) Full Professors across the University are not all similarly-situated; (2) OFCCP's compensation model does not take into account how various factors influencing salary interact with one another; (3) OFCCP's compensation model is inconsistent with Princeton's approach to faculty compensation because OFCCP's model is not department-based and does not take into account market forces or performance; and (4) Princeton's compensation models, which took those factors into account, did not show any statistically significant pay disparities.

2. **MEASURES IMPLEMENTED:** In the spring/summer of 2021, the University will conduct a salary equity review of Full Professors at Princeton.

- (i) If as a result of its salary equity review (Salary Analyses, as defined below in Part VI), Princeton determines that there are statistically significant salary disparities based on gender which are not explained by legitimate factors, such as scholarly productivity and quality, research, supervision, teaching, service, etc., Princeton will implement appropriate measures, including prospective salary adjustments, to address them within

30 days of completing the spring/summer 2021 salary equity review. The Salary Analysis required by this Part IV, Section 2(i), which shall be conducted in the spring/summer of 2021, shall constitute the first of the five annual Salary Analyses referenced in Part VI, Section 1 below.

- (ii) In addition to any payments made pursuant to Part IV, Section 2(i) above, and as part of the review, Princeton will allocate a total amount of \$925,000.00 (nine hundred twenty-five thousand dollars and no cents) ("Settlement Proceeds"), less all lawful deductions, which shall be distributed in equal amounts to each of the 106 2012-2014 Female Full Professors (listed in Attachment A), such distributions to be initiated within 30 days of completing the spring/summer 2021 salary equity review, subject to and in accordance with the requirements and provisions below.

A. Notice Process

i. **OFCCP and University Obligations under the Notice Process.** The notice process set forth in this Agreement is intended to provide 2012-2014 Female Full Professors (see Attachment A) a meaningful opportunity to understand their rights and obligations and act on them in a timely manner. OFCCP and the University agree not to withhold consent to reasonable modifications proposed by either Party.

ii. **Distribution of Notice to 2012-2014 Female Full Professors.** Within 30 days of completing the spring/summer 2021 salary equity review, the University will provide initial notice by email to a Princeton.edu account (with confirmation) or regular first-class mail. The University will send copies of all of the Notice Documents to the 2012-2014 Female Full Professors consistent with the sample Notice Documents contained in Attachment B-1. The notice documents will include a Notice and Release Form (unless the University elects to waive the release requirement, in which case the Release Form may not be included). For the Notice Documents sent by regular first-class mail, the Notice Documents will also include a postage-paid return envelope. If envelopes from the initial mail notice are returned with forwarding addresses, the University will re-mail the notice documents within five days of receipt of the forwarding address.

Based on the response to the initial notice, the Parties will meet and confer. OFCCP may also conduct independent efforts to communicate with the 2012-2014 Female Full Professors about this Agreement and provide updated contact information to the University. A second mail notice will be sent to the 2012-2014 Female Full Professors with valid addresses who fail to respond to the first electronic or mail notice unless the Parties agree otherwise.

iii. **Notice Deadline.** Any 2012-2014 Female Full Professors must respond by the deadline referenced in the notice documents. The Parties will prominently display this deadline on all materials they distribute in paper or online form

regarding this Agreement and explain that failure to respond by this deadline will result in a forfeiture of any relief provided by this Agreement.

iv. **Exchange of Information Regarding 2012-2014 Female Full Professors.** The University and OFCCP will timely exchange information regarding 2012-2014 Female Full Professors, including updated contact information and the results of any technical assistance provided.

v. **Final List of Eligible 2012-2014 Female Full Professors.** The Final List ("Final List") will include all 2012-2014 Female Full Professors who timely respond to the Notice by the deadline and whose eligibility is verified by OFCCP (referred to as "Eligible 2012-2014 Female Full Professors"). The Parties will meet and confer on any outstanding issues or questions regarding the Final List. Either Party may identify potentially eligible 2012-2014 Female Full Professors who may have been erroneously excluded from the Final List. The University will provide to OFCCP any information necessary to determine the Final List.

Unless Princeton elects to waive the requirement, each 2012-2014 Female Full Professors on the Final List must fully execute the Release of Claims (Attachment B-2) and return it to Princeton within 30 days of the date of receipt of the Release of Claims. Any 2012-2014 Female Full Professor on the Final List who does not return the fully executed Release of Claims within 30 days of the date of receipt of the Release of Claims, will forfeit their right to receive a portion of the Settlement Proceeds in accordance with this Part IV. In addition, 2012-2014 Female Full Professors on the Final List must agree to provide any information that may be necessary for the payment to be made.

B. Allocation

i. **Total Amount to be Allocated.** The Settlement Proceeds, less all lawful deductions, will be equally distributed among the 2012-2014 Female Full Professors on the Final List. All 2012-2014 Female Full Professors on the Final List will receive a portion of the payments regardless of whether they are currently employed with the University.

With respect to any 2012-2014 Female Full Professors on the Final List no longer employed by Princeton, after Princeton's distribution of the payments, Princeton will notify OFCCP by sending an email to the OFCCP Northeast Regional Director of any checks mailed that are returned as undeliverable. OFCCP will attempt to locate such individuals and provide an alternate address within 10 days of its receipt of Princeton's notice of uncashed checks. If OFCCP obtains an alternate address, Princeton will re-mail the check within 15 days of its receipt of the alternative address or corrected address. Any check that remains uncashed 120 days after the initial date the check was mailed shall be void. With respect to any uncashed funds, the University will make a second equal distribution to those who cashed their first check in the same manner referenced above.

- ii. **Tax Payments, Forms and Reporting.** The University shall email or mail to each of the 2012-2014 Female Full Professors on the Final List applicable tax forms.

PART V: ALLEGED TECHNICAL VIOLATIONS

1. **TECHNICAL VIOLATION** : During the period January 1, 2013 through December 31, 2013, OFCCP alleges that the University failed to collect and maintain personnel and employment records and conduct adverse impact analyses in accordance with the requirements of 41 C.F.R. § 60-1.12(a) and Part 60-3. Specifically, during the review period, OFCCP contends the University failed to maintain copies of all letters of recommendation, interview notes and/or documentation created during the application/hiring process for all individuals who applied and/or were hired for Postdoctoral Research Associate and Senior Research Assistant positions. OFCCP contends that the University conducted adverse impact analyses for the overall selection process and identified statistically significant adverse impact but failed to evaluate the individual components of the selection process for adverse impact in accordance with the requirements of 41 C.F.R. §§ 60-3.15A and 60-3.4. Princeton denies all of OFCCP's allegations in their entirety.

REMEDY: The University will ensure that its records are collected and maintained in accordance with the requirements of 41 C.F.R. § 60-1.12(a) and Part 60-3. The University must conduct adverse impact analyses on at least an annual basis for the purpose of determining whether adverse impact exists against applicants based on race, ethnicity, or gender in hiring, promotion, terminations and other personnel activities. These analyses must be done by job for each group constituting more than 2% of the labor force in the relevant labor area or 2% of the applicable workforce. If adverse impact is identified in the total selection process, the University must evaluate each individual component of the selection process for adverse impact. If adverse impact is found to exist in any of the individual components of the selection process, the University must validate each such component in accordance with the Uniform Guidelines on Employee Selection Procedures or utilize selection procedures, which do not result in adverse impact.

The University provided notice to OFCCP on September 9, 2016 that it had invested \$628,000.00 for development of a new applicant tracking system in September 2015 scheduled to launch in January 2017, to collect, track, and maintain all records pertaining to its selection process, including job applications, resumes, self-identification sheets, screening notes, interview notes, interview sheets, background checks, and drug screens by race, ethnicity and gender for all applicants and hires for a period of not less than two years from the date of the making of the record or the personnel action involved, whichever occurs later.

2. **TECHNICAL VIOLATION**: OFCCP alleges that the University failed to conduct in-depth analyses of the total employment process, including evaluating compensation systems to identify the existence of gender-based pay disparities as required by 41 CFR 60-2.17(b)-(d). As a result, OFCCP contends the University failed to develop and execute appropriate action-oriented programs designed to correct any promotion or pay disparities by gender. OFCCP also contends the University failed to develop and implement an auditing system that periodically measures the effectiveness of the total affirmative action program, including identifying barriers to equal

employment opportunity, particularly with regard to gender in the Full Professors positions. Princeton denies all of OFCCP's allegations in their entirety.

REMEDY: The University will ensure that an adequate in-depth analysis is conducted of its total employment process to determine whether and where impediments to equal employment opportunity exist, including analyzing all impediments that result in gender-, race- or ethnicity-based under-representation and compensation disparities. The University must incorporate these analyses and determinations into the Identification of Problem Areas section of now-current AAPs. The University must update these analyses annually and incorporate them into future AAPs. Furthermore, The University must develop and implement an internal audit and reporting system that periodically measures the effectiveness of its total affirmative action program to ensure equal employment opportunity in accordance with 41 CFR 60-2.17(d)(1) through (4).

The internal audit and reporting system must include the following:

- (i) Monitoring records of personnel activity including recruitment, retention, promotion and compensation, at all levels to ensure that its nondiscriminatory policy is carried out;
- (ii) Requiring internal reporting on a scheduled basis as to the degree to which equal employment opportunity and organizational objectives are attained;
- (iii) Reviewing report results with all levels of management; and
- (iv) Advising management of program effectiveness and submitting recommendations, including specific steps and concrete strategies, to improve unsatisfactory performance.

PART VI – ENHANCED COMPLIANCE AGREEMENT

1. Pay Equity Review

In the spring/summer of 2021, 2022, 2023, 2024, and 2025, the University will conduct a salary equity review of all Full Professors using the analyses and procedures set forth in this Part VI and in Attachment C hereto (hereinafter the "Salary Analyses").

- A. The data to be assessed will be the most recent annual payroll and Human Resources Information System (HRIS) data available.
- B. The Salary Analyses shall compare the salaries of similarly situated Full Professors as described in **Attachment C**.
- C. If as a result of the Salary Analyses Princeton finds statistically significant salary disparities based on gender, which are unexplained by legitimate factors, such as scholarly productivity and quality, research, teaching, service, etc., Princeton will implement appropriate measures, including

prospective salary adjustments, to address such unexplained statistically significant salary disparities within 30 days of completing the salary equity review in each year of the Term.

2. **Other Prospective Salary Adjustments**

In addition to any payments made pursuant to Part VI, Section 1, the University will make prospective salary adjustments during each year of the Term for those professors whom the University determines merit a salary adjustment pursuant to Princeton's policies and procedures and principles of fair pay. For each of the five years, the salary adjustments shall total not less than \$50,000.00 (fifty thousand dollars and no cents), including all lawful employee deductions, which is a minimum of \$250,000.

3. **Training**

By no later than September 1, 2022, Princeton shall conduct pay equity and EEO training for its Department Chairs and other individuals significantly involved in making compensation decisions for Full Professors, including the consideration of factors that may create pay disparities.

4. **Diversity, Pay Equity and Inclusion Initiatives**

During the Term, the University will continue its efforts to promote pay equity and enhance the pipeline of female faculty into the Full Professor rank as have been detailed to OFCCP, including maintaining equity pools to fund increases to the compensation of deserving faculty members; assessing parental leave and other family friendly policies to ensure equal opportunity; assess current programs and initiatives relating to pipeline programs, faculty membership programs, family-friendly policies, and faculty search protocols, and identify opportunities for enhancements; and distributing to all employees on an annual basis, by email or other electronic means, the University's internal harassment and discrimination policy and complaint procedure, including the name(s), position(s), and contact information of those to whom a complaint may be made.

PART VII – REPORTS REQUIRED DURING OFCCP MONITORING PERIOD

1. Princeton must submit reports to:

**Northeast Regional Director
U.S. Department of Labor, OFCCP
201 Varick Street, Rm 750
New York, NY 10014**

The University and OFCCP have a shared interest in the information being provided in the reports pursuant to this Agreement. To the extent any of the reports the University provides in accordance with this Agreement are customarily kept private or closely-held, and the University believes should remain confidential under applicable exemptions of the Freedom of Information Act (FOIA) in the event of a FOIA request, the University will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will treat any such documents received

as confidential documents to the extent permitted by law and will provide advance written notice to Princeton before OFCCP produces any documents under a FOIA request.

2. **Record Retention.** Princeton will retain the reports submitted or created in compliance with this Agreement and the underlying records used to create such reports for the Term or for the period required by applicable law, whichever is later.

3. **Reports.**

A. **Schedule and Content.** The University agrees to furnish OFCCP with the following reports during the monitoring period according to the following schedule:

The University must submit an annual report while this Agreement is in effect. The first report will be due on September 1, 2021 and utilize salary data from the prior academic year (July 1 to June 30). Each subsequent report must cover the subsequent academic year and be submitted by September 1st of that year. In each report, the University will report on the following:

- (i) A description of the Salary Analyses conducted by the University pursuant to Part VI, Section 1 and Attachment C of this Agreement, including the pay analysis group analyzed and relevant control factors included in the analysis.
- (ii) The number of employees that were part of the Salary Analyses conducted pursuant to Part VI, Section 1 of this Agreement.
- (iii) All salary adjustments made to date pursuant to the Agreement as well as the date of the adjustment.

For verification and replication purposes, the University must submit compensation data to OFCCP. The University will submit to OFCCP individualized compensation data with the reports in the second and fourth year so that OFCCP can replicate the Salary Analyses.

B. **Affirmative Action Programs.** The University will certify to OFCCP that it has updated its E.O. 11246 affirmative action program with the first progress report and annually thereafter during the Term.

PART VIII – SIGNATURES

The persons signing this Agreement on behalf of Princeton and OFCCP each personally warrants that she or he is authorized to do so, that Princeton and OFCCP have entered into this Agreement voluntarily and with full knowledge of its effect, and that execution of this Agreement is fully binding on Princeton and OFCCP.

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Processing and Princeton University.

(b) (6), (b) (7)(C)

RAMONA E. ROMERO
Vice President and General Counsel
Princeton University

(b) (6), (b) (7)(C)

DIANA SEN
Regional Director
OFCCP Northeast Region

Date: Sept. 30, 2020

Date: 9/30/20

Attachments

- A. List of 2012-2014 Female Full Professors
- B. Notice Documents: B-1 Notice / B-2 Release Form
- C. Salary Analyses

Attachment A: List of 2012-2014 Female Full Professors

Count	Employee ID	Count	Employee ID	Count	Employee ID
1	(b) (6), (b) (7)(C)	37	(b) (6), (b) (7)(C)	73	(b) (6), (b) (7)(C)
2		38		74	
3		39		75	
4		40		76	
5		41		77	
6		42		78	
7		43		79	
8		44		80	
9		45		81	
10		46		82	
11		47		83	
12		48		84	
13		49		85	
14		50		86	
15		51		87	
16		52		88	
17		53		89	
18		54		90	
19		55		91	
20		56		92	
21		57		93	
22		58		94	
23		59		95	
24		60		96	
25		61		97	
26		62		98	
27		63		99	
28		64		100	
29		65		101	
30		66		102	
31		67		103	
32		68		104	
33		69		105	
34		70		106	
35		71			
36		72			

Attachment B-1 Notice

You may be eligible to get money because of a legal settlement between Princeton University and the U.S. Department of Labor

We are writing to provide information about a legal settlement between the U.S. Department of Labor ("U.S. DOL") and The Trustees of Princeton University ("Princeton" or the "University") that may benefit you. This settlement involves U.S. DOL's allegation of compensation disparities against 106 Female Full Professors from 2012-2014 ("Class Members"). While the University denies that it has violated any laws or regulations under the U.S. DOL's jurisdiction (and there is no adjudicated finding that Princeton has violated any laws or regulations), a settlement was reached that may entitle you to receive a monetary payment, provided you take the steps described in this Notice by the deadline below.

ARE YOU AFFECTED?

Were you a female Full Professor at Princeton University between February 15, 2012 through January 1, 2014 (i.e., a "Class Member")?

WHAT IS THIS SETTLEMENT ABOUT?

The U.S. Department of Labor's Office of Federal Contract Compliance Programs ("OFCCP") conducted a review of Princeton University's compensation practices for the period of February 15, 2012 through January 1, 2014. OFCCP is the government agency responsible for enforcing the nondiscrimination and equal employment opportunity through affirmative action requirements that apply to federal contractors. OFCCP alleged that there were disparities in the salaries of women Full Professors compared to male Full Professors. Princeton University denies those claims. Ultimately, OFCCP and Princeton University agreed to resolve the issue through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the terms of an agreement between Princeton University and OFCCP.

WHAT DOES THIS MEAN FOR YOU?

If you are a Class Member, this settlement may provide you with some specific benefits:

- (1) You may be eligible to receive a payment of at least _____ (before adjustments for applicable taxes and withholdings).

To get these benefits, you may need to release or agree to give up certain legal claims and sign the enclosed form.

WHAT IS YOUR NEXT STEP?

You should read this Notice and the enclosed Release of Claims ("Release") form.

Please do not ignore these forms or throw them away. Otherwise, you could miss an opportunity to receive money from Princeton University.

To be eligible for a payment, you must complete, sign, and return the enclosed Release Form to:

[Name and address for return of form or instructions/email for electronic submission]

DEADLINE: The form must be received by *[INSERT specific date for First or Second Notice deadline date in Attachment D]*

You may receive some or all of these benefits only if the form confirms that you are one of the individuals covered by the settlement. After correct completion and submission of the form, a final decision will be made about your eligibility.

If you fail to return the signed Release form by the deadline above, or if your form does not verify your eligibility, you will not be eligible to receive any money, or any other benefits that are available to you by the settlement.

HOW CAN YOU GET MORE INFORMATION?

If you have any questions, you may contact Compliance Officer **(b) (6), (b) (7)(E)** at (908) 317-6969. You can also visit the U.S. Department of Labor Web site about this case at www.dol.gov/ofccp/cml.

Attachment B-2 Release Form

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246, SECTION 503 OF THE REHABILITATION ACT OF 1973, AS AMENDED, AND THE VIETNAM ERA VETERANS' READJUSTMENT ASSISTANCE ACT OF 1974

PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS RELEASE. YOU MUST RETURN A SIGNED RELEASE TO RECEIVE MONEY FROM THE SETTLEMENT

This Release of Claims ("Release") under Executive Order 11246, Section 503 of the Rehabilitation Act of 1973 ("Section 503") and Vietnam Era Veterans' Readjustment Assistance Act of 1974 ("VEVRAA") is a legal document. The document states that in return for The Trustees of Princeton University ("Princeton" or the "University") paying you money, you agree that you will not file any claim against Princeton University for alleged compensation discrimination, including but not limited to any claim under E.O. 11246, Section 503 and VEVRAA and their implementing regulations at 41 CFR Chapter 60.

It also says that Princeton does not admit it violated any laws enforced by OFCCP. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money.

In consideration of payment of \$ _____ (less adjustments required by law) by Princeton to me, which I agree is acceptable, I (print name) _____ agree to the following:

I.

By signing this Release, I agree that I have been made whole for any claim that could have been brought under Executive Order 11246, Section 503 or VEVRAA for compensation discrimination through the effective date of this Release. I further hereby knowingly and voluntarily release and forever discharge Princeton University, its predecessors, successors, assigns, related entities, parents, subsidiaries, affiliates, divisions, departments, insurers, employee benefits plans and programs and their administrators and fiduciaries, organizations, and its shareholders, owners, directors, officers, employees and agents (hereinafter "Releasees") from any claim and/or relief of any kind, known and unknown, asserted or unasserted, which I have or may have against Releasees through the effective date of this Release that could have been brought or sought under Executive Order 11246, Section 503 or VEVRAA and their implementing regulations at 41 CFR Chapter 60.

II.

I understand that Princeton University does not agree that it treated me unlawfully or unfairly in any way and that Princeton University entered into a Conciliation Agreement with the U.S. Department of Labor, Office of Federal Contract Compliance Programs ("OFCCP") and agreed to make the payment described above to resolve alleged disparities in compensation and to resolve

the matter without further legal proceedings in the compliance reviews initiated by OFCCP related to the facility covered by the Conciliation Agreement. I further agree that the payment of the aforesaid sum by Princeton University to me is not to be construed as an admission of any liability by Princeton University.

III.

I declare that I have read this Release and that I have had a full opportunity to consider and understand its terms and to consult with my advisors and seek legal advice. I further declare that I have decided of my own free will to sign this Release.

IV.

I understand that if I do not sign this Release and return it to Princeton University, by the deadline listed on this form, I will not be entitled to receive any payment (less deductions required by law).

I have signed this document of my own free will.

Signature: _____

Date: _____

Printed Name: _____

ATTACHMENT C

(b) (7)(E)